

Kelso City Council Agenda

Regular Meeting, 6:00 pm
April 2, 2013
City Hall, Council Chambers
203 S. Pacific
Kelso, WA 98626



Special accommodations for the handicapped and hearing impaired are available by special arrangement through the City Clerk's Office at 360-423-0900

Invocation:

Captain Dave Davis, Salvation Army

Call to Order:

Roll Call to Council Members:

1. Approve Minutes:

1.1. March 19, 2013 – Regular Meeting

2. Proclamation:

2.1. National Drinking Water Week

3. Presentations:

3.1. 2013 AWC Quality Community Scholarship Nominee

4. Consent Items:

4.1. Contract – The Wesley Group, Professional Services

5. Citizen Business:

6. Council Business:

7. Action/Motion Items:

7.1. Ordinance, 2nd Reading

7.1.1. SW 7th Avenue Street Vacation

7.2. Agreement

7.2.1. Kelso Comprehensive Plan Update Consultant

7.3. Resolution

7.3.1. Surplus Police Vehicle

Kelso City Council Agenda

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203 S. Pacific
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Other Items:

- City Manager Report
- Staff/Dept Head Reports
- Council Reports
- Other Business
- Executive Session

KELSO CITY COUNCIL
6:00 P.M.

March 19, 2013
REGULAR MEETING

Pastor Jerry Dahlke, North Gate City Church, gave the invocation. Mayor David Futcher led the flag salute. The Regular Meeting of the Kelso City Council was called to order by Mayor David Futcher. Councilmembers in attendance were: Futcher, Lefebvre, Archer, Myers, McDaniel, Roberson, and Schimmel.

Minutes: Upon motion by Councilmember Lefebvre, seconded by Councilmember Schimmel, 'Approve the Minutes of the 2/26/13 Special Council Workshop and the 3/5/13 Regular Meeting,' motion carried, all voting yes.

PROCLAMATION:

Mayor Futcher read a proclamation declaring *March 2013* as "American Red Cross Month" in the City of Kelso. American Red Cross Community Partners Director Suzanne Arnits accepted the proclamation.

PUBLIC HEARING(S):

Vacation of Property – SW 7th Street: Mayor Futcher opened the public hearing at 6:04 p.m. Community Development Director/City Engineer Mike Kardas briefed Council on the vacation of SW 7th Street proposal. There being no comments from the public, Mayor Futcher closed the public hearing at 6:06 p.m.

Water Use Efficiency Program: Mayor Futcher opened the public hearing at 6:06 p.m. Kennedy Jenks Senior Engineer Dan Sander gave a power point presentation on the Water Use Efficiency Program. Rick Von Rock commented from the audience. There being no further comments from the public, Mayor Futcher closed the public hearing at 6:15 p.m.

Adoption of the Water System Plan: Mayor Futcher opened the public hearing at 6:16 p.m. Kennedy Jenks Senior Engineer Dan Sander gave a power point presentation on the proposed Water System Plan and its part in the 6 year Capital Improvement Program. Citizens that spoke from the audience were Anthony Currera and Rick Von Rock. There being no further comments from the public, Mayor Futcher closed the public hearing at 6:30 p.m.

PRESENTATION(S):

2012 Cowlitz Wahkiakum Council of Governments Annual Report: COG Executive Director Steve Harvey briefed the Council on the 2012 CWCOG Annual Report. A written report was provided in the council agenda packets.

2012 Public Works Annual Report: Public Works Director David Sypher gave a power point presentation that highlighted the Public Works Department events, projects and programs in 2012. A written 2012 Public Works Report was distributed to Council.

CONSENT AGENDA:

1. **Fireworks Permits:** a) Kelso Recreational Council (2 stands), b) Kelso Kiwanis (1 stand)
2. **Authorization:** Neighborhood Stabilization Program – Write off uncollectible accounts
3. **Contract:** Cowlitz County – Reimbursable Work
4. **Auditing of Accounts:** \$4,049,939.15

Upon motion by Councilmember Myers, seconded by Councilmember Lefebvre, 'Approve the Consent Agenda and the Auditing of Accounts in the amount of \$4,049,939.15,' motion carried, all voting yes.

CITIZEN BUSINESS:

Rick Von Rock, 400 N 7th Avenue, spoke of the month of March being "National Women's History Month."

Anthony Currera, 803 S 6th Avenue, spoke of modifying the ordinance to allow a tethered dog on the sidewalk.

Highlander Festival Committee Board Member Larry Alexander requested a contingency fund of \$7,000 to secure the headliner band for the Highlander Festival. City Manager Steve Taylor commented that this would come out of the general fund. Upon motion by Councilmember Roberson seconded by Councilmember McDaniel, 'Authorize the contingency fund of up to \$7,000 to the Highlander Festival Fund,' motion carried, all voting yes.

COUNCIL BUSINESS:

Cable Franchise (Public, Education, Government Improvements) Discussion: City Manager Steve Taylor spoke of Cowlitz County currently being in negotiations of a franchise agreement with Comcast involving a PEG capital disbursement proposal. KLTV sees this as an opportunity by way of an interlocal agreement of the Cities and the County to share the cost of an upgrade of KLTV's current broadcasting system to 'High Definition.' KLTV Executive Director Barry Verle spoke of the equipment costs for the upgrade and the benefits of keeping up with broadcasting technology. Mr. Taylor commented that the staff is seeking direction from Council whether to move forward with an interlocal agreement. Upon motion by Councilmember Schimmel, seconded by

Councilmember Roberson, 'Authorize staff to prepare an agreement for HD Broadcasting for the Council to consider,' motion carried, all voting yes.

MOTION ITEMS:

Ordinance No. (1st Reading) – SW 7th Avenue Street Vacation: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Myers, seconded by Councilmember McDaniel, 'Pass on 1st reading, 'AN ORDINANCE OF THE CITY OF KELSO VACATING A PORTION OF 7TH AVENUE IN THE CITY OF KELSO TO ABUTTING PROPERTY OWNERS,' motion carried, all voting yes.

Ordinance No. 13-3797 – NSF Fees: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Roberson, 'Adopt Ordinance No. 13-3797, 'AN ORDINANCE OF THE CITY OF KELSO AMENDING ORDINANCE NO. 2978, CODIFIED AS KMC 3.32.030 REGARDING PROVIDING PENALTIES FOR DRAFTS OR CHECKS TENDERED TO THE CITY AND RETURNED FOR NON SUFFICIENT FUNDS,' motion carried, all voting yes.

Resolution No. 13-1083 – Position Classification: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Roberson, 'Pass Resolution No. 13-1083, 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELSO AMENDING RESOLUTION NO. 11-1054 AND ADOPTING CHANGES TO THE PERSONNEL POLICY HANDBOOK RELATED TO THE SALARY CLASSIFICATION MATRIX AND EMPLOYMENT POSITIONS AUTHORIZED THEREIN.' Councilmembers Fletcher, Myers, Schimmel, McDaniel, Archer, and Roberson voted yes. Councilmember Lefebvre voted no. Motion carried, 6 to 1.

Resolution No. 13-1084 – Adopt Water System Plan: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember Myers, seconded by Councilmember Roberson, 'Pass Resolution No. 13-1084, 'A RESOLUTION OF THE CITY OF KELSO, WASHINGTON, ADOPTING THE 2012 CITY OF KELSO WATER SYSTEM PLAN,' motion carried, all voting yes.

MANAGER'S REPORT:

Steve Taylor: 1) Gave a brief report on the last Kelso Longview Chamber of Commerce Board Meeting regarding the visitor center. 2) The iPad Training Workshop for Council will be held on April 16, 2013 at 5:00 p.m. Individual training will be provided for those who cannot attend the workshop. 3) The Council Retreat is scheduled for May 3, 2013, 10:00 am to 4:00 p.m. The location has yet to be determined.

STAFF REPORT:

Public Works Director David Sypher gave an update report on the Catlin Street sewer line emergency work.

COUNCIL REPORTS:

Gary Schimmel: Gave a brief update report on the last Library Board meeting and the last Cowlitz County 911 Council meeting.

Rick Roberson: No report.

Todd McDaniel: 1) Gave a brief update report on the last Cowlitz Transit Authority Board meeting. 2) He commented that tickets are still available for the Deputy's Association fundraiser event 'Comedy Night.' It will be held on April 13th, at 8:30 p.m. at the Kelso Theatre Pub.

Dan Myers: No report.

Gary Archer: No report.

Kim Lefebvre: No report.

David Fletcher: No report.

EXECUTIVE SESSION:

The Council convened into Executive Session at 8:07 p.m. to discuss land acquisition and collective bargaining negotiations. The Executive Session is expected to last approximately 20 minutes. The attorney was present and no action will be taken.

At 8:35 p.m., City Attorney Janean Parker announced that the Executive Session will be extended approximately 10 more minutes.

The Council reconvened into Regular Session at 8:50 p.m.

There being no further business, Mayor Fletcher adjourned the meeting at 8:50p.m.

MAYOR

CITY CLERK

PROCLAMATION

*National Drinking Water Week
May 5-11, 2013*

WHEREAS, water is our most valuable natural resource; and

WHEREAS, only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, any measure of a successful society-low mortality rates, economic growth and diversity, productivity and public safety- are in some way related to access to safe water; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

WHEREAS, each citizen of our community is called upon to help protect our source waters from pollution, to practice water conservation and to get involved in local water issues.

NOW, THEREFORE, I, David Fitcher, Mayor of the City of Kelso, do hereby proclaim May 5-11, 2013, as National Drinking Water Week in the City of Kelso.

*In witness whereof, I have hereunto
set my hand and caused the seal of
the City of Kelso to be affixed this
2nd day of April, 2013*

David Fitcher, Mayor

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: AWC Center for Quality
Communities Scholarship Program

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ April 2, 2013 _____

Originator: Steve Taylor

PRESENTED BY:

Steve Taylor

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

Agenda Item Attachments:

Michael Dyer nomination letter

SUMMARY STATEMENT:

The Association of Washington Cities Center for Quality Communities administers a scholarship program to support the continuing educational efforts of senior high school students who are actively engaged with their community and/or city government. Six \$1,000 scholarships will be awarded to high school students in the state who best meet the criteria and goals of the program. Each city may forward one nominee for consideration.

The City advertised the scholarship program to Kelso high school seniors and evaluated application packages. The Mayor has nominated Mr. Michael Dyer of Kelso High School for the scholarship and will present the official nomination letter to him at the April 2nd Council meeting. Mr. Dyer was previously chosen to chair the Kelso Stormwater Advisory Committee and has served the City, Kelso School District, and the broader community diligently during his high school tenure. Mr. Dyer's values and accomplishments coincide directly with the purpose of the AWC Scholarship program, and the City is pleased with the opportunity to nominate him for the award.



CITY OF KELSO

David Futchner, Mayor

203 South Pacific, P.O. Box 819, Kelso WA 98626
(360) 577-3301, FAX (360) 423-6591

March 12, 2013

Center for Quality Communities Scholarship
1076 Franklin St SE
Olympia, WA 98501-1346

RE: City of Kelso AWC Scholarship Nominee

Dear Sir/Madam:

The City of Kelso is honored to write this letter of support for Mike Dyer who is our nominee for the 2013 AWC Center for Quality Communities Scholarship.

On June 1, 2010, City Manager Dennis Richards appointed Mike Dyer to be the youth member on the Kelso Stormwater Advisory Committee (KSAC). He commendably served in this volunteer position since his appointment. The KSAC guides the development and implementation of the City's Stormwater Management Program and makes recommendations to the Kelso City Council. This program is mandated by Ecology through the City's Phase II Municipal Stormwater Permit.

Mike impressed the City by being the longest serving, most reliable and conscientious youth member of the KSAC. His contributions, communication and leadership skills increased while being a member. His positive involvement gained the respect of the six adult members to such a degree that they chose him as Chair for 2012. He learned Robert's Rules of Order and is now highly effective at facilitating group decision-making while running meetings. Van McKay, Senior Engineer and KSAC liaison for the City, believes Mike's thoughtful input has been instrumental to help control stormwater quantity and to improve stormwater quality. His continued efforts, though not in the limelight of the public eye, serve the community by having beneficial effects on the environment. During his terms with KSAC, Mike developed his leadership skills to the point where they are well above his contemporaries.

Previous to his KSAC appointment, Mike Dyer approached the City to send staff to Flood Emergency Response Plan meetings for the Kelso School District. The meetings included representatives from various stakeholder agencies with jurisdictions in the area. Kelso High School previously had flooding problems that caused damage to its main building, including the auditorium. The intent of the meetings was to prepare the campus for potential future flooding and to develop action plans during a flood event. Mike's sustained ambition pursuing a solution to a problem not adequately addressed by others was exemplary. His outstanding initiative was successful in soliciting City and other agency advice to develop an emergency flood response plan for the high school.

The City values Mike's effective service and wishes him well in his college endeavors. Due to his community service, initiative, stellar scholastic performance and strong leadership abilities, the City

wholeheartedly supports Mike Dyer's application for the Center for Quality Communities Scholarship so that he may fulfill his college ambition.

Sincerely,

A handwritten signature in cursive script, appearing to read "David Fletcher".

David Fletcher
Mayor

cc. Mike Dyer

encl

DF/st

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Labor Relations Professional
Services Agreement – The Wesley Group.

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ April 2, 2013 _____

Originator: _____ Steve Taylor _____

PRESENTED BY:

Steve Taylor

City Attorney: _____ Janean Parker _____

City Manager: _____ Steve Taylor _____

Agenda Item Attachments:

Contract for Professional Services – The Wesley Group

SUMMARY STATEMENT:

In September 2012, the City entered into a professional services agreement with The Wesley Group to provide labor contract negotiation services relative to the City's expiring collective bargaining agreements. The agreement allowed expenditures up to \$20,000 in accordance with KMC 2.80.050 which authorizes the City Manager to approve service contracts below this amount. Contract expenses incurred over the last six months bargaining with two associations on three agreements are approaching the threshold of the City Manager's authorization. The agreement is being placed before Council for consideration and approval to continue the services until its expiration on August 31st, 2013.

Financial Impact

Monthly retainer of \$1,200 plus travel and clerical expenses. Interest arbitration and Unfair Labor Practice preparation and conduct on the City's behalf is charged at \$100.00/hour.

RECOMMENDED ACTION:

Move to approve the professional services agreement with The Wesley Group through August 31, 2013.

**CITY OF KELSO
AND
THE WESLEY GROUP**

CONTRACT FOR PROFESSIONAL SERVICES

This contract entered into between the City of Kelso, hereinafter called "City", and The Wesley Group, hereinafter called "Contractor", is effective as of September 1, 2012. For and in consideration of the mutual promises and covenants exchanged herein, the parties agree as follows:

ARTICLE I - SERVICES

The Contractor shall perform as principal spokesperson for the City of Kelso in bargaining all labor agreements with represented City units. Services shall include development of bargaining plans, drafting of proposals, advice and recommendations to City elected officials and administrative staff, and if at all possible, bring the negotiations to their conclusion resulting in working contracts between the City of Kelso and the interested bargaining units. The Contractor further agrees to represent the City on an as-needed basis in providing personnel/human resource management advice, contract interpretation and representation in grievances.

ARTICLE II - AGENCY SUPPORT AND ASSISTANCE

The City shall support the bargaining effort by providing parameters; reasonable assistance in preparation for bargaining; financial and clerical support as is mutually determined to be necessary (on-site typing, copying, etc.).

ARTICLE III - CONSIDERATION

In consideration of the Contractor's performance hereunder, the City shall pay the Contractor a monthly retainer of \$1200.00 for the above-specified services. The City shall further compensate the contractor at the rate of \$100.00 per hour for preparation and formal conduct of the City's case in Interest arbitration and Unfair Labor Practice charges, if such should be necessary. Telephone toll charges, copying costs, hotel, meals, airfare and rental car expenses shall be reimbursed at actual cost, if needed. Clerical costs are charged at a rate of \$40.00 per hour. Mileage to be reimbursed at 58.5 cents per mile, Kennewick to Kelso and return.

Method of Payment. Payment by the City for the Services shall be made on a monthly basis thirty (30) days after receipt of such billing statement. If Services related to Interest Arbitration and/or Unfair Labor Practices are provided as specified above, a full

itemization of time and charges shall be submitted on the applicable billing statement after the Services have been performed.

Compensation Limit. Compensation for Services provided under this agreement shall not exceed twenty thousand dollars (\$20,000.00) without the prior written approval of the City Manager.

Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of performance and payment under this Agreement.

ARTICLE IV - HOLD HARMLESS

The Contractor shall defend, indemnify and hold and save the City, its officers, agents and employees harmless from liability of any kind, including costs and expenses for and or on account of any or all claims, suits, judgments, or damages of any character whatsoever, resulting from injuries or damages sustained by person or persons or property by virtue of performance of this contract, except for injuries or damages caused by the sole negligence of the City.

ARTICLE V – INDEPENDENT CONTRACTOR

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor. The Contractor or his or her employees or agents performing under this Agreement are not employees or agents of the City. The Contractor will not hold himself or herself out as nor claim to be an officer or employee of the City. The Contractor will not make any claim of right, privilege, or benefit which would accrue to an employee under law. The City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the Contractor shall not be deemed to convert this Agreement to an employment contract.

It is recognized that the Contractor may or will be performing professional services during the term for other parties and that the City is not the exclusive user of the Contractor's services; provided, however, that the performance of other professional services shall not conflict with or interfere with the Contractor's ability to perform the Services. The Contractor agrees to resolve any conflict in favor of the City.

ARTICLE VI – TERM AND TERMINATION OF CONTRACT


This Agreement shall be effective for the period beginning with September 1, 2012 through August 31, 2013.


This Agreement may be terminated prior to its normal expiration pursuant to the following provisions:

- a. Either party may terminate this Agreement in the event of the other party's material breach hereof; provided, however, that termination for breach shall not become effective unless and until the non-terminating party has been given written notice of such breach describing the nature of the breach with sufficient specificity to permit its cure, and such party shall have failed to have cured such breach to the reasonable satisfaction of the other within thirty (30) days following said notice.
- b. In the event a party files a voluntary petition in bankruptcy or makes an assignment for the benefit of creditors or otherwise seeks relief from creditors under any federal or state bankruptcy, insolvency, reorganization or moratorium statute, or is the subject of an involuntary petition in bankruptcy which is not dismissed with prejudice within sixty (60) days of its filing, the other party may terminate this Agreement immediately.

Contractor


City

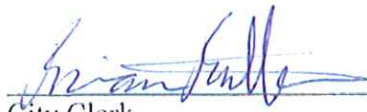

Kevin Wesley, Consultant
The Wesley Group


Steve Taylor, City Manager
City of Kelso

9-11/2012
Date

Date

Approved As To Form

Janean Parker, Attorney


City Clerk
9/19/12
Date

AGENDA SUMMARY SHEET

Business of the City of Kelso City of Kelso, Washington

SUBJECT TITLE:

An Ordinance of the City of Kelso Vacating a Portion of 7th Avenue in the City of Kelso to Abutting Property Owners

Agenda Item: _____

Dept. of Origin: Community Dev/Engineering

For Agenda of: April 2, 2013

PRESENTED BY:

Michael Kardas, P.E.
Community Development Director/City Engineer

Cost of Item: _____

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Proposed Ordinance with attachments

SUMMARY STATEMENT:

As a part of the adopted realignment plan for the West Main Realignment Project, there is a portion of 7th avenue that is no longer to be used for street purposes. As a result, staff proposes vacating this portion of 7th avenue back to the abutting property owners, reserving access and utilities easements and also requiring a joint access easement for the property owners to avoid access conflicts at that location.

The City adopted Resolution 13-1080 on February 19, 2013 initiating the vacation process and setting a hearing for March 19th. The City provided all the required notices for the hearing. The City did not receive any objections from the abutting property owners prior to the hearing date. On March 19, 2013 the City held a public hearing in consideration of the proposed ordinance and no public testimony was received. The proposed ordinance vacates the right of way, provides that no compensation is required, reserves the necessary easements, and directs Public Works to effectuate the vacation and real property transfers.

FINANCIAL SUMMARY:

Under the statute, the City may provide that the vacation does not become effective until the abutting property owners compensate the City for an amount not in excess of one-half of the appraised value. Because the City is the party initiating the vacation petition, because it no longer has a use for the right of way, we do not recommend assessing this fee to the abutting property owners or delaying the vacation until payment of such fee.

OPTIONS

1. Do nothing—under this option, this unused portion of the street would remain property of the city and subject to our control and responsibility for its use, repair, and maintenance.
2. Vacate the property to the abutting property owners—The City would maintain necessary easements and the property owners would share an access easement.

RECOMMENDED ACTION:

Move to pass the Ordinance vacating a portion of 7th Avenue on second reading.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF KELSO VACATING A
PORTION OF 7TH AVENUE IN THE CITY OF KELSO TO ABUTTING
PROPERTY OWNERS**

WHEREAS, pursuant to RCW 35.79.010, the City Council has the authority to initiate the vacation of a public street or a portion thereof; and

WHEREAS, the City Council passed Resolution No. 13-1080 on February 19, 2013 initiating the procedure for vacating a portion of 7th Avenue right of way in Kelso, which is legally described in Exhibit A and set a public hearing for the matter on March 19, 2013; and

WHEREAS, twenty days written notice of the time, place, and purpose of the hearing was published and posted in three of the most public places in the City and like notices were posted in conspicuous places at the proposed right-of-way vacation site; furthermore, written notice was given to the abutting property owners having an interest in the vacation; and

WHEREAS, the City did not receive any written objections from the property owners abutting upon that part of the street sought to be vacated prior to the time of the public hearing; and

WHEREAS, a public hearing was conducted by the City Council on March 19, 2013, where Council Members heard testimony, deliberated on the matter; and

WHEREAS, the City Council finds that it is in the public interest to vacate those portions of 7th Avenue legally described in Exhibit A;

NOW, THEREFORE,
THE CITY COUNCIL OF THE CITY OF KELSO DO ORDAIN AS FOLLOWS:

SECTION 1. Vacation of Street Right of Way. That the real property legally described in Exhibit A, attached hereto and fully incorporated by this reference, consisting of portions of 7th Avenue, is hereby vacated.

SECTION 2. Compensation for Vacation. No compensation by the abutting property owners is required because the street is being vacated at the petition of the City and incidental to the West Main Realignment Road project.

SECTION 3. Reservation of Easements. The vacation is conditioned upon and subject

specifically to the reservation by the City of an access and utility easements legally described in Exhibit B, attached hereto and fully incorporated by this reference, and a joint access easement of the abutting property owners for joint street access.

SECTION 4. Authorizing the Public Works Department to effectuate vacation. The Public Works Department is authorized and directed to prepare and execute all necessary documents to effectuate the street vacation, including but not limited to a preservation of access and utilities easements in a form acceptable to the Public Works Director, a joint access easement of the abutting property owners for street access, and quit claim deeds for the recording of the vacated right of way with the Cowlitz County Auditor.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect 5 days after its passage and publication of summary as required by law.

ADOPTED by the City Council and **SIGNED** by the Mayor this ____ day of _____, 2012.

ATTEST/AUTHENTICATION:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: _____

EXHIBIT A
LEGAL DESCRIPTION
RIGHT OF WAY VACATION
7th AVENUE W. BETWEEN CATLIN STREET AND COWLITZ WAY W. (SR 4)
February 5, 2013
Page 1 of 2

A 50.00 foot wide strip of land in Section 27, Township 8 North, Range 2 West, Willamette Meridian, City of Kelso, Cowlitz County, Washington; the said strip being that portion of 7th Avenue W. (formerly 7th Street) lying westerly of Block 8, CATLIN'S 3RD ADDITION TO CATLIN, WASHINGTON, northerly of Catlin Street (formerly Cedar Street), and southeasterly of Cowlitz Way W. (SR 4), and being more particularly described as follows:

Beginning at the southwesterly corner of said Block 8; thence N.72°42'34"W. along the westerly extension of the southerly line of said Block 8, a distance of 50.00 feet to the westerly line of said CATLIN'S 3RD ADDITION, said westerly line also being the westerly line of 7th Avenue W. (formerly 7th Street); thence N.17°09'33"E. along said westerly line, a distance of 142.80 feet to the southeasterly line of Cowlitz Way W. (SR 4); thence N.60°23'47"E. along said southeasterly line, a distance of 72.99 feet to the westerly line of said Block 8; thence S.17°09'33"W. along said westerly line, a distance of 196.09 feet to the Point of Beginning.

Contains 8,473 square feet, more or less.

The basis of bearings for this description is the Washington State Plane Coordinate System, South Zone.

Exhibit A—Page 2

Map

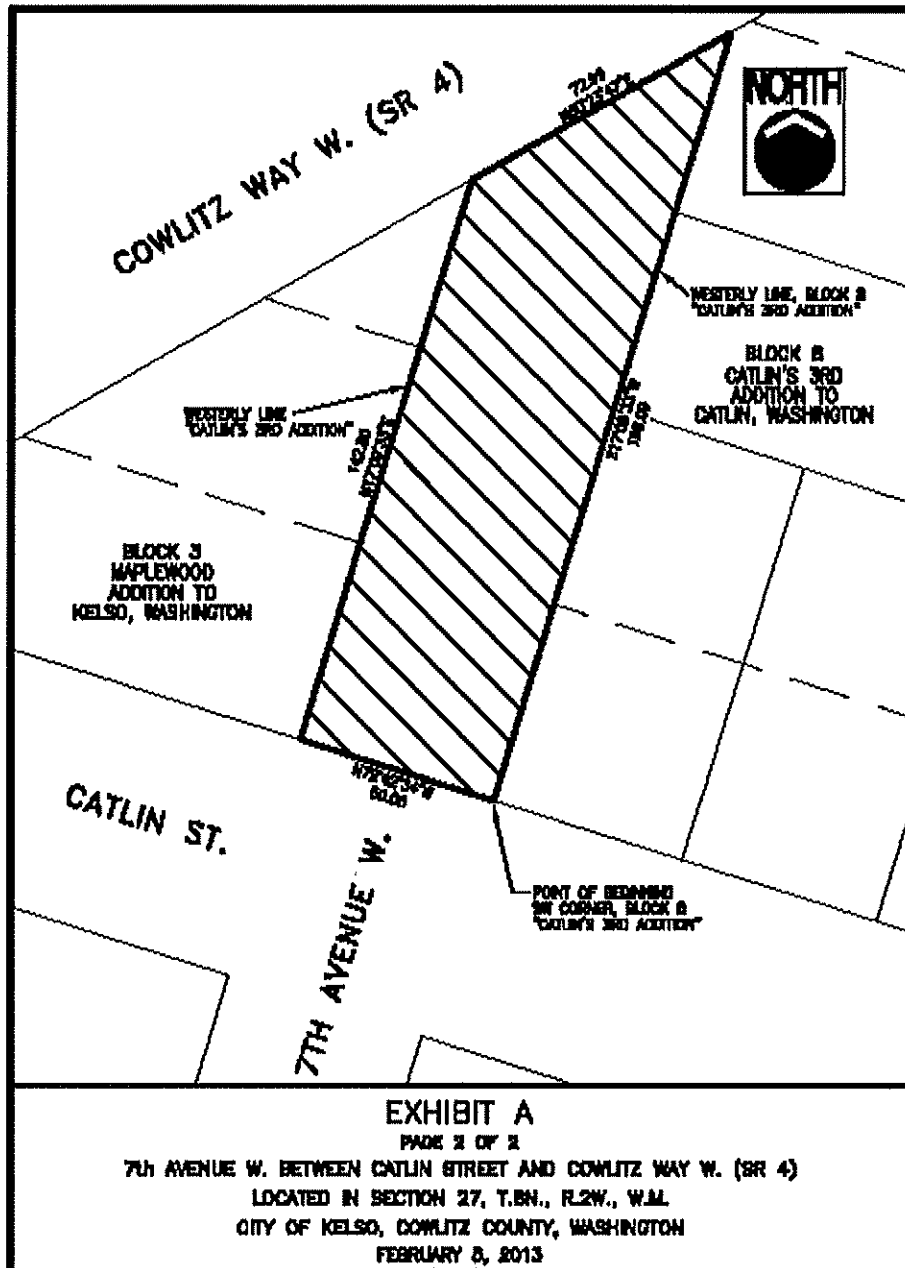


EXHIBIT B
LEGAL DESCRIPTION
ACCESS AND UTILITY EASEMENT WITHIN
VACATED 7th AVENUE W. BETWEEN CATLIN STREET AND COWLITZ WAY W. (SR 4)
February 5, 2013
Page 1 of 2

A 30.00 foot wide strip of land in Section 27, Township 8 North, Range 2 West, Willamette Meridian, City of Kelso, Cowlitz County, Washington; the centerline of said strip being more particularly described as follows:

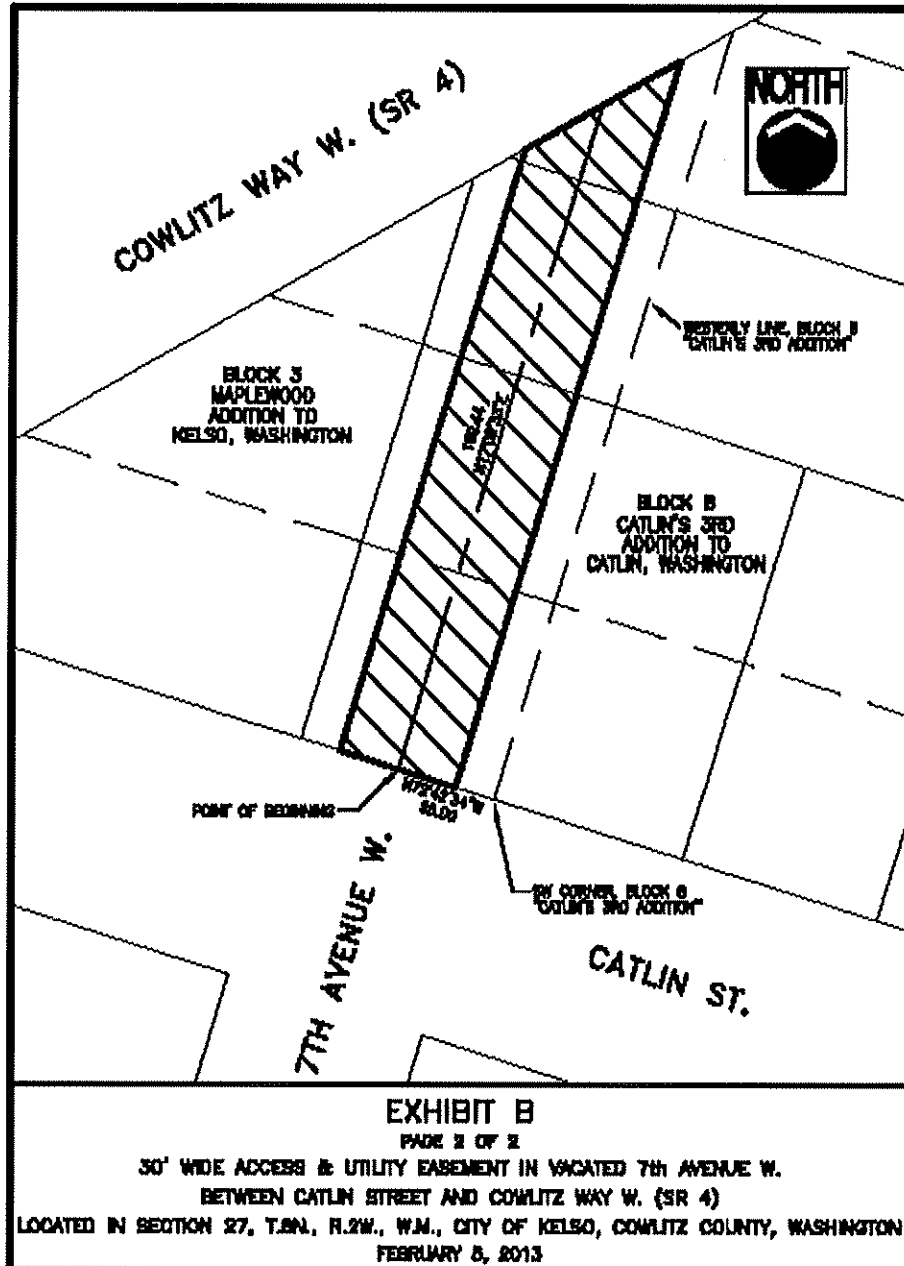
Beginning at a point on the northerly line of Catlin Street, said point bearing N.72°42'34"W. along the westerly extension of the southerly line of Block 8, CATLIN'S 3RD ADDITION TO CATLIN, WASHINGTON, a distance of 25.00 feet; thence N.17°09'33"E. parallel with the westerly line of said Block 8, a distance of 169.44 feet to the southeasterly line of Cowlitz Way W. (SR 4) and the terminus of this centerline.

The sidelines of this strip shall be lengthened or shortened as necessary to meet the northerly line of Catlin Street and the southeasterly line of Cowlitz Way W. (SR 4).

Contains 5,084 square feet, more or less.

The basis of bearings for this description is the Washington State Plane Coordinate System, South Zone.

Exhibit B—Page 2
Map of Easement area



AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Comprehensive Planning
Professional Services Agreement – G.R. Dohrn
& Associates.

Agenda Item: _____

Dept. of Origin: _____ City Manager

For Agenda of: _____ April 2, 2013

Originator: _____ Steve Taylor

PRESENTED BY:

Steve Taylor

City Attorney: _____ Janean Parker

City Manager: _____ Steve Taylor

Agenda Item Attachments:

Contract for Professional Services – G.R. Dohrn & Associates

Exhibit A – Scope of Services

Exhibit B – Comprehensive Planning Project Budget

SUMMARY STATEMENT:

The City's Comprehensive Plan was last updated in 1980 (with subsequent Land Use Designation amendments approved by the City Council), and is in need of a complete overhaul. The Community Development Department with assistance from the Council of Governments commenced the update effort several years ago with a public participation process and rewrite of various chapters. Staff turnover and budget reductions prevented the continuation of the process. The 2013/2014 Budget allocated \$70,000 over the biennium for professional services related to the comprehensive plan. Staff is ready to restart the effort and has identified consulting services necessary to facilitate the drafting, review, and completion of the City's comprehensive plan.

G.R. Dohrn and Associates has been proposed as the planning consultant for the project. The firm works on an hourly basis, rather than a flat fee, and the attached budget illustrates the proposed breakdown of services and estimated hours spent on each task. Facilitation for the May 5th City Council retreat is also included in the budget and scope of work. The total estimated cost is \$36,820, however, services will be billed in accordance with the hours worked which may result in a reduced expense outlay. Additionally, municipal code revisions necessary to implement the updated comprehensive plan may be added to the agreement at the City's direction.

The estimated cost falls well within the City's proposed budget and provides flexibility for the acquisition of additional planning services as deemed necessary.

OPTIONS:

- 1) Move to approve the professional services agreement with G.R. Dohrn & Associates for comprehensive planning services;
- 2) Do not approve the agreement;
- 3) Request amendments to the agreement and bring back for further consideration

RECOMMENDED ACTION:

Approve the professional services agreement with G.R. Dohrn & Associates for City comprehensive planning services.

CONTRACT FOR SERVICES

Contract No. _____

This Contract is entered into by and between the City of Kelso, Washington hereinafter referred to as the "City," and G. R. Dohrn and Associates, hereinafter referred to as "the Consultant," whose principal office is located at 2129 S Rockwood Blvd, Spokane, WA, 99203.

WHEREAS, G. R. Dohrn and Associates provides customized community planning, economic development, and facilitation services; and

WHEREAS, the City desires to have the Consultant provide professional planning services pursuant to certain terms and conditions;

NOW, THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform the professional planning services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.
2. **Compensation and Method of Payment.** The City shall pay the Consultant for time and materials required to provide the requested services within 30 days of approval of vouchers, in accordance with the provisions of this contract and attached Exhibits.
3. **Duration.** This Contract shall be in full force and effect upon signing by both parties and shall remain in effect until terminated by the parties.
4. **Ownership and Use of Documents.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Contract shall be the property of the City whether the project for which they are made is executed or not.
5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state

industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

6. **Indemnification.**

- 6.1 **Contractor Indemnification.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection acts or omissions of the Contractor in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- 6.2 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.**

- 7.1 The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.
- 7.2 **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types described below:

A. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident covering all owned, non-owned, hired and leased vehicles.,

- 7.3 **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.
8. **Record Keeping and Reporting.**
- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Contract. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Contract and compliance with this Contract.
 - B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.
9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by law during the performance of this Contract. The City shall have the right to conduct an audit of the Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Consultant.
10. **Termination.** This Contract may at any time be terminated by the City upon giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same.
11. **Discrimination Prohibited.** In the performance of all Services under this Agreement, the Contractor, or its employees, agents, subcontractors or representatives, shall not discriminate against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental, or physical handicaps, based upon a bona fide occupational qualification in relationship to hiring and employment. The Contractor shall comply with the Washington Law Against Discrimination (Chapter 49.60 RCW) and with any other applicable federal or state law or local ordinance regarding

non-discrimination. Any material violation of this provision shall be grounds for immediate termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

12. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Contract without the prior written consent of the City.
13. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.
14. **Notices.** Notices to the City shall be sent to the following address:

Mr. Steve Taylor
City Manager
City of Kelso
PO Box 819
Kelso, WA 98626

Notices to the Consultant shall be sent to the following address:

G. R. Dohrn and Associates
2129 S Rockwood Blvd
Spokane, Washington 99203
Phone number: 206-679-7507

15. **Applicable Law; Venue; Attorneys' Fees.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Contract, the parties specifically understand and agree that venue shall be exclusively in Cowlitz County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

CITY OF KELSO, WA.

G. R. DOHRN AND ASSOCIATES

By: _____

By: _____

Title: Gregg R. Dohrn, Owner

Date: _____

Date: _____

Attest/Authenticated:

City Clerk

Approved As To Form:

City Attorney

Exhibit A
Scope of Services
March 13, 2013

G. R. Dohrn and Associates (GRDA or Consultant), at the request of the City of Kelso (City), and under the direction of the City Manager and City Planning Director, shall provide the following professional planning services in support of updating the City's Comprehensive Plan:

Task 1. City of Kelso Comprehensive Plan Amendments

G. R. Dohrn and Associates shall, upon authorization to proceed, prepare amendments to update the Kelso Comprehensive Plan. This shall include the following tasks:

1. 1. Project Mobilization

The City shall assemble and make available for use by the Consultant such background data, electronic files, maps, and studies that may be necessary to update the City Comprehensive Plan. It is assumed that the City will provide such mapping services as may be required to support the update of the Comprehensive Plan. The Consultant will research and prepare a demographic profile of the community utilizing US Census data and other on-line data sources.

1. 2. Preliminary Review

The Consultant shall review the City Comprehensive Plan and identify potential revisions that the City may wish to consider during the update process.

1. 3. Facilitated Staff Review

GRDA, in consultation with the City Manager and City Planning Director, will plan and facilitate a City Management Team meeting to review the current comprehensive plan. Discussion items will include the identification of activities completed since the current comprehensive plan was adopted, emergent planning issues, and potential planning priorities as well as data, maps, and relevant plans that may be appropriate to include in the updated comprehensive plan.

1. 4. Public Agency Review

GRDA, in consultation with the City Manager and City Planning Director, will prepare and facilitate a meeting with local jurisdictions and public agencies to review the schedule to update the City's Comprehensive Plan, to identify issues of mutual interest, and to discuss potential revisions to the Comprehensive Plan.

1. 5. Kick-off Meeting

The Consultant shall prepare and facilitate a joint meeting of the City Council and City Planning Commission to kick-off the comprehensive planning update process. The agenda will include a review of the project work plan, schedule, expected outcomes, roles and responsibilities, and public participation strategies as well as a discussion of the City's Vision Statement and current Comprehensive Plan Goals and priorities.

1. 6. Optional Community Leadership Summit Meeting

At the request of the City, the Consultant shall plan and facilitate a meeting of community leaders to review community priorities and to discuss potential comprehensive plan goals and policies. The City will be responsible for all meeting logistics and invitations.

1. 7. Recommended Priorities

The Consultant shall prepare a memorandum for distribution by the City summarizing the preliminary staff meetings, the kick-off meeting, and community summit meeting and confirming the comprehensive planning priorities. It is anticipated that the primary revisions will be to update the Goals and Policies. It is not anticipated that there will be significant revisions to the City's Zoning Map or Urban Growth Area Boundaries and that any significant revisions to the City's Development Regulations will occur in subsequent phases of the project.

1. 8. Draft Comprehensive Plan Amendments

The Consultant shall, utilizing information and direction provided by the City, prepare draft revised goals and policies to the City Comprehensive Plan in accordance with the recommended priorities. These proposed revisions will be presented at a City Management Team meeting for review and comment before presentation to the City Planning Commission.

1. 9. Planning Commission Review and Authorization

Upon authorization, the Consultant will present to the Planning Commission the draft revised Goals and Policies for review and comment. The goals and policies will be updated as appropriate, and upon authorization by the Planning Commission will be prepared for public distribution.

1. 10. Public Review and Comment

In accordance with the provisions of the public participation strategy, the Consultant shall plan and facilitate a public meeting hosted by the Planning Commission to review and comment on the proposed draft goals and policies to receive requests or proposed amendments from the general public. An opportunity to submit written comments will also be provided. A written summary of the comments will be provided to all participants.

1. 11. Revised Draft Comprehensive Plan Amendments

Based on the comments received, the Consultant will prepare revised draft of amendments to the City Comprehensive Plan for review by City Staff and the Planning Commission.

1. 12. Environmental Review

The Consultant shall prepare for City review and distribution an environmental assessment of the proposed Comprehensive Plan amendments, and shall facilitate the issuance of a SEPA Threshold Determination. It is assumed that the proposed revisions will result in the issuance of a DNS; if this is not the case, additional resources may be required.

1. 13. Local Adoption Staff Support

The Consultant shall provide staff support to the Planning Commission and City Council in the review and approval of the proposed Comprehensive Plan amendments. It is anticipated that this will include the formulation of a recommendation from the Planning Commission and a public hearing before the City Council.

1. 14. Management Reserve/Contingency

1. 15. Project Management/Communications

1. 16. Supplemental Services

At the request of the City, G. R. Dohrn and Associates shall provide such additional services as may be desired to support the timely review and approval of proposed amendments to the City's Comprehensive Plan.

Task 2. City Council Retreat

In consultation with the City Manager, G. R. Dohrn and Associates shall provide the following facilitation services in support of a City Council Retreat:

2.1 Retreat Preparation

Utilizing feedback provided by the City Council, the Consultant shall assist the City Manager in preparing the agenda for the retreat and in assembling any documents or materials that may be required.

2.2 Retreat Facilitation

The Consultant will facilitate the retreat in accordance with the planned agenda and will take sufficient notes to prepare a written summary of the outcomes.

2.3 Retreat Follow-up

The Consultant will prepare a written summary of retreat outcomes for review, approval, and distribution by the City.

Task 3. City of Kelso Municipal Code Revisions

The Consultant shall, at the request and written authorization of the City and based on the availability of funds, perform the following tasks to revise and update the City's Municipal Code:

3.1. Preliminary Analysis

The Consultant shall review the current Kelso Municipal Code to identify opportunities to revise the code to be consistent with the provisions of the updated comprehensive plan.

3.2. Facilitated Staff Review

GRDA, in consultation with the City Manager and City Planning Director, will plan and facilitate a city staff meeting to review the current Kelso Municipal Code and to identify opportunities to revise the code in accordance with the provisions of the updated comprehensive plan and to improve the effective and efficient delivery of public services.

3.3. Draft Amendments

In consultation with City Staff, the Consultant shall prepare draft revisions to the Kelso Municipal Code.

3.4. Environmental Review

The Consultant shall prepare an environmental assessment of the proposed amendments to the City's Municipal Code, as appropriate, and shall facilitate the issuance of a SEPA Threshold Determination. It is assumed that the proposed revisions will result in the issuance of a DNS, if this is not the case, additional resources may be required.

3.5. Local Adoption Staff Support

The Consultant shall provide staff support to the Planning Commission and City Council in the review and approval of proposed amendments to the City's Municipal Code.

- 3. 6. Management Reserve/Contingency**
- 3. 7. Project Management/Communications**
- 3. 8. Supplemental Services**

At the request of the City, G. R. Dohrn and Associates shall, based on the availability of funds, provide such additional services as may be desired to support the timely review and approval of proposed amendments to the Kelso Municipal Code.

Task 4. On-Call Planning Services

The Consultant may, at the request of the City and subject to the availability of funds, provide on a time and materials basis, such additional professional planning services as may be required by the City. This may include the preparation of a supplemental task order and/or contact amendment, and the establishment of a Scope of Services and Budget specific to the request. On-call services may include, but is not limited to:

- 4. 1. Enhanced Public Participation;**
- 4. 2. Economic Development Services;**
- 4. 3. Preparation of Implementation Strategies;**
- 4. 4. Grant Writing;**
- 4. 5. Intergovernmental Coordination;**
- 4. 6. Facilitation of the Shared or Joint Delivery of Services;**
- 4. 7. Development Review Support; and/or**
- 4. 8. Quicksites Environmental Review.**

DRAFT PROJECT BUDGET

G. R. Dohrn and Associates shall be reimbursed for time and materials for requested services, not to exceed \$35,000, unless authorized by the City, subject to the following conditions:

- 1. Invoices shall be submitted by G. R. Dohrn and Associates on a regular basis in a mutually agreed upon format.

- a. Invoices shall highlight the services provided during the billing period, progress to date, planned activities, and emergent management issues.
 - b. Invoices shall only include the time and the cost of supportive services and materials required to provide the requested services.
 - c. All invoices shall be based on the 2013 GRDA rate schedule.
2. It is understood that the Consultant may reallocate resources between sub-tasks in the approved project budget provided that the contract amount for the Task is not exceeded.
 3. G. R. Dohrn and Associates shall be responsible for all travel related expenses associated with the performance of this Scope of Services and shall not invoice the City for any travel related expenses.
 4. The City shall provide all mapping services that may be required in conjunction with this project and will handle all meeting logistics, public notices, printing, and publication expenses.

Exhibit B. City of Kelso Washington Comprehensive Planning Project Budget

Task	Consulting Staff					Total
	Dohm G Principal	Sr Planner	Planner	Admin Support	Interns	
Task 1 Comprehensive Plan Amendments	222	0	0	0	140	\$34,580
1.1 Project Mobilization	4				140	\$4,060
1.2 Preliminary Review	4					\$560
1.3 Facilitated Staff Review	8					\$1,120
1.4 Public Agency Review	8					\$1,120
1.5 Kick-Off Meeting	12					\$1,680
1.6 Community Leadership Summit Meeting	12					\$1,680
1.7 Recommended Priorities	8					\$1,120
1.8 Draft Comprehensive Plan Amendments	68					\$9,520
1.9 Planning Commission Review and Authorization	8					\$1,120
1.10 Public Review and Comment	12					\$1,680
1.11 Revised Draft Comprehensive Plan Amendments	8					\$1,120
1.12 Environmental Review	8					\$1,120
1.13 Local Adoption Staff Support	16					\$2,240
1.14 Management Reserve/Contingency	32					\$4,480
1.15 Project Management and Communications	14					\$1,960
1.16 Supplemental Services	0					\$0
Task 2 City Council Retreat	13	0	0	0	0	\$1,820
2.1 Retreat Preparation	4					\$560
2.2 Retreat Facilitation	7					\$980
2.3 Retreat Follow-up	2					\$280
Task 3 Municipal Code Revisions	0	0	0	0	0	\$0
3.1 Preliminary Analysis						\$0
3.2 Facilitated Staff Review						\$0
3.3 Draft Amendments						\$0
3.4 Environmental Review						\$0
3.5 Local Adoption Staff Support						\$0
3.6 Management Reserve/Contingency						\$0
3.7 Project Management and Communications						\$0
3.8 Supplemental Services						\$0
Task 4 On-Call Planning Services	0	0	0	0	0	\$0
4.1 On-Call Planning Services						
4.2 Supplemental Services						
Total hours	222	0	0	0	140	
Subtotals	\$140	\$95	\$65	\$50	\$25	\$34,580
Materials and Supportive Services	\$31,080	\$0	\$0	\$0	\$3,500	\$420
Contract Amount						\$36,820

The Consultant may shift resources between tasks to reflect actual levels of effort and efficiencies provided the total contract amount is not exceeded.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Resolution for Police Surplus Vehicle

Agenda Item: _____

Dept. of Origin: Public Works

For Agenda of: April 2, 2013

PRESENTED BY:

David M. Sypher, P.E.
Public Works Director

Cost of Item: _____

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Proposed Resolution

SUMMARY STATEMENT:

The Public Works Department Fleet Division is requesting to declare a 2001 Mercury Sable Sedan as surplus and no longer of use to the City. This vehicle was purchased for the Community Development Director and was then acquired by the Police Department to be used as a detective staff vehicle. The vehicle is in need of major repairs that are not cost effective for the department. This vehicle was replaced in the department by taking the oldest unit out of patrol service and making it a staff car.

RECOMMENDED ACTION:

Move to approve the vehicle surplus resolution.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF KELSO, WASHINGTON,
DECLARING CERTAIN PERSONAL PROPERTY OF THE CITY
OF KELSO TO BE SURPLUS AND DIRECTING THE
DISPOSITION THEREOF.**

THE CITY COUNCIL OF THE CITY OF KELSO DO HEREBY RESOLVE:

SECTION 1. The item(s) of personal property listed below are hereby declared
to be surplus and no longer necessary use to the City:

33111 2001 Mercury Sable 1MEFM55S71G618185

SECTION 2. The personal property described herein shall be disposed of
according to city policy.

ADOPTED by the City Council and **SIGNED** by the Mayor this _____ day of
_____, 2013.

MAYOR

ATTEST/AUTHENTICATION:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY